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RECORDATION NO. .... Filed & Recorded

APR 1 1976 4 25 PM  
INTERSTATE COMMERCE COMMISSION

DISTRICT OF COLUMBIA,

SS:

The undersigned, a Notary Public in and for the District of Columbia aforesaid, hereby certify that on this 1st day of April, 1976 I compared the attached copy of an Assignment from Central Ry. Co. of New Jersey to Consolidated Rail Corporation dated March 30, 1976 with the original document and that the attached is a true and correct copy in all respects of such Assignment.

Cher L. Hall  
Notary Public

MY COMMISSION EXPIRES FEBRUARY 14, 1981

ASSIGNMENT

THIS ASSIGNMENT IS MADE

FROM

R. D. TIMPANY,

AS TRUSTEES OF THE PROPERTY OF

THE CENTRAL RAILROAD COMPANY OF NEW JERSEY, DEBTOR

("Assignor"), whose address is

Gateway I, Room 501  
Newark, New Jersey 07102

TO

CONSOLIDATED RAIL CORPORATION

a corporation organized and existing under the laws of the  
State of ~~Delaware~~ *Pennsylvania* ("Assignee"), whose address is  
1818 Market Street  
Philadelphia, Pennsylvania 19103

WHEREAS, Debtor is a railroad in reorganization under Section 77 of the Federal Bankruptcy Act, 11 U.S.C., Section 205, and is a railroad in reorganization as that term is defined in the Regional Rail Reorganization Act of 1973 (Public Law 93-236, 87 Stat. 985), as amended ("Act"); and

WHEREAS, by order of the United States District Court for the District of New Jersey, entered in Docket No. Bky. No. B 401-67, the above-named individual was duly appointed and is now serving as Trustee of the property of Debtor; and

WHEREAS, the United States Railway Association ("USRA"), pursuant to Section 209(c) of the Act, has certified to the Special United States District Court established pursuant to Section 209(b) of the Act ("Special Court"), that the rail properties of Debtor hereinafter described are to be transferred by Assignor to Assignee; and

WHEREAS, pursuant to Section 303(b) of the Act, the Special Court has ordered Assignor to convey to Assignee all of Assignor's right, title and interest in, under and to such rail properties, free and clear of any liens or encumbrances as provided in Section 303(b) of the Act, but subject to such obligations, charges and liabilities as are provided in (i) Section 303(b)(3) of the Act, (ii) the Final System Plan which has been certified to the Special Court by USRA pursuant to the Act ("Final System Plan") and (iii) the Order of the Special Court.

NOW, THEREFORE, pursuant to the Order of the Special Court, Assignor hereby assigns and conveys to Assignee all of Assignor's right, title and interest in the following properties:

A. All rolling stock and equipment which is subject to the leases, conditional sales agreements, equipment trust agreements and other financing agreements ("Financing Agreements") listed in Exhibit A attached to this Assignment as a part hereof and which would properly be recorded in Accounts 25, 37, 52, 53, 54, 55, 56, 57 and 58 of the Property Accounts prescribed by the Interstate Commerce Commission for Railroad Companies in its Uniform System of Accounts, 49 C.F.R. Part 1201. Rolling stock and equipment includes locomotives, freight cars, passenger cars, work equipment, automobiles, trucks, tractors, trailers, containers, moveable cranes and hoists, multi-level racks, floating equipment, and other equipment, but excludes materials and supplies conveyed to Assignee by separate instrument.

B. The Financing Agreements listed in Exhibit A.

TO HAVE AND TO HOLD, the aforesaid properties hereby conveyed to Assignee to its proper use and benefit, forever, free and clear of any liens or encumbrances as provided in Section 303(b) of the Act, but subject to such obligations, charges and liabilities, as are provided in (i) Section 303(b)(3) of the Act, (ii) the Final System Plan and (iii) the Order of the Special Court.

Assignee hereby assumes all of the obligations, charges and liabilities under the Financing Agreements conveyed by this Assignment (including any such obligations, charges and liabilities which accrued prior to the date of delivery of this Assignment).

This Assignment shall relieve Assignor of liability for any breach of a Financing Agreement conveyed by this Assignment which occurs after the date of delivery of this Assignment. Assignor shall, however, remain liable for any breach, event of default, or violation of covenant of any such Financing Agreement which occurred (and any obligations, charges or liabilities which accrued) prior to the date of delivery of this Assignment. If any such obligations, charges or liabilities (accrued prior to the date of delivery of this Assignment) are paid by or on behalf of any person or entity, including Assignee, other than Assignor, such person or entity shall have a claim to direct reimbursement, as a current expense of administration, from Assignor, together with interest on the amount so paid. This Assignment shall not be deemed a breach, an event of default or a violation of any covenant of any Financing Agreement hereby assigned, notwithstanding any provision of such Financing Agreement.

Assignor hereby represents that the Interstate Commerce Commission recordation numbers, payee names, payment date information, Financing Agreement numbers and inventory information set forth in Exhibit A and in the portions of the Rolling Stock and Equipment Supplement referred to in Exhibit A are complete and correct to the best of Assignor's knowledge, information and belief.

Assignor hereby agrees that Assignor will perform, execute, acknowledge, endorse and deliver any and all such further acts, transfers, assignments, certificates and other instruments as may be reasonably requested by Assignee in order to convey, confirm, clarify, identify or more precisely describe the properties conveyed by this Assignment or intended so to be in order to carry out the intent of this Assignment in light of the designations contained in the Final System Plan and to effect the recordation of, or otherwise perfect, this Assignment and all such other assignments, certificates and instruments under any applicable statute, ordinance, rule or regulation.

Assignee takes the property as is and where is.

The words "Assignor" and "Assignee" used herein shall be construed as if they read "Assignors" and "Assignees", respectively, whenever the sense of this Assignment so requires and, whether singular or plural, such words shall be deemed to include in all cases the successors and assigns of the respective parties.

This conveyance and the specific covenants of Assignor are made by Assignor as Trustees of the property of Debtor, and not individually, and this conveyance is made without covenants of title or any warranties, express or implied, of fitness or of merchantability.

IN WITNESS WHEREOF, Assignor has executed this Assignment  
this 30<sup>th</sup> day of March, 1976.

Signed and acknowledged  
in the Presence of:

Anita M. Eyjy

Victor Hand

R. D. TIMPANY, AS TRUSTEE OF THE  
PROPERTY OF THE CENTRAL RAILROAD  
COMPANY OF NEW JERSEY, DEBTOR

L.S.

DISTRICT OF COLUMBIA, ss:

On this 30<sup>th</sup> day of March, 1976, before me, a Notary Public  
authorized to take acknowledgments and proofs in the District  
of Columbia, personally appeared R. D. Timpany,  
personally known to me to be the person whose name is subscribed  
to the foregoing Assignment, bearing the same date as this  
certificate of acknowledgment, and acknowledged himself to be  
the Trustee of the Property of The Central Railroad Company of  
New Jersey, Debtor, and that he executed the foregoing Assign-  
ment as his free act and deed as such Trustee for the purposes  
therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official  
seal.

Martha C. Baron

Martha C. Baron  
Notary Public in and for  
The District of Columbia  
My Commission expires June 14, 1980

IN WITNESS of the covenants of Assignee herein contained, Assignee has caused this Assignment to be executed in its corporate name this 3/5<sup>th</sup> day of March, 1976, by David O'Brien its ~~Assistant Vice President~~ duly authorized so to do, attested by Franklin B. Holland, its Assistant Secretary, and its corporate seal to be hereunto affixed, and does hereby constitute and appoint said David O'Brien, its true and lawful attorney in fact for it and in its name to acknowledge this Assignment as its act and deed.

Signed, attested and  
acknowledged in the  
presence of:

Dirk Partridge  
Dirk Partridge  
David Kleypps  
David Kleypps

CONSOLIDATED RAIL CORPORATION

By: David O'Brien L.S.  
David O'Brien  
Assistant Vice President

Attest: Franklin B. Holland  
Assistant Secretary  
Franklin B. Holland  
(Corporate Seal)

DISTRICT OF COLUMBIA, SS:

On this 3/5<sup>th</sup> day of March, 1976, before me, a Notary Public authorized to take acknowledgements and proofs in the District of Columbia, personally, appeared David O'Brien, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of Consolidated Rail Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Martha C. Baron

This Instrument Prepared by:

Martha C. Baron  
Notary Public in and for  
The District of Columbia  
My Commission expires June 14, 1980

United States Railway Association  
Pursuant to the Act

EXHIBIT A  
TO THE ASSIGNMENT FROM  
R. D. TIMPANY,  
AS TRUSTEES OF THE PROPERTY OF  
THE CENTRAL RAILROAD COMPANY OF NEW JERSEY, DEBTOR  
TO  
CONSOLIDATED RAIL CORPORATION

LIST OF FINANCING AGREEMENTS

This Exhibit A lists the Financing Agreements and identifies, by reference to such Financing Agreements, the rolling stock and equipment in which an interest is being conveyed to Assignee. Computer printouts identifying the rolling stock and equipment that is the subject of each such Financing Agreement are contained in the Rolling Stock and Equipment Supplement filed with the Special Court by USRA on March 12, 1976, as part of the Certification.\* /

This Exhibit A contains the following information for each Financing Agreement:

1. Column 1 - ICC Recordation Number
2. Column 2 - Agreement Date
3. Column 3 - Payee and Payee's Address
4. Column 4 - Payment Date, Whether Payment is Made in Advance or in Arrears and Period Covered by Payment
5. Column 5 - Rolling Stock and Equipment Supplement Volume Number
6. Column 6 - Rolling Stock and Equipment Supplement Part Number
7. Column 7 - Lease/CSA Number

This Exhibit A consists of pages A-1 through A-4 , inclusive.

\* / A copy of the Rolling Stock and Equipment Supplement is on file in the office of USRA, and a copy of the Rolling Stock and Equipment Supplement has been certified by USRA to the Special Court and filed in the office of the Clerk of the Special Court in the United States District Courthouse in Washington, D.C. The printouts shall be adjusted by USRA as more accurate information becomes available, and USRA will advise the Special Court of the appropriate changes.



## UNITED STATES RAILWAY ASSOCIATION

Document No. CNJ-CRC-RS&E-2

## EXHIBIT A

## ENCUMBERED EQUIPMENT

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## CENTRAL RAILROAD COMPANY OF NEW JERSEY

ICC NO.	AGREEMENT DATE	PAYEE / ADDRESS	PAYMENT DATE ADVANCE OR ARREARS	VOL. / NUMBER	PART NUMBER	FINANCE NUMBER
2997 2997-F	July 16, 1964 *May 18, 1965	United States Railway Equipment Company 2200 East Devon Avenue Des Plaines, Illinois 60018	April 10, 1976 Arrears, monthly	2	2	6
	October 1, 1967	The United States of America Justice Department Washington, D. C. 20530	April 1, 1976 Advance, semi-annual	2	2	9
None	November 12, 1963	General American Transportation Corp. 120 South Riverside Plaza Chicago, Illinois 60606	April 1, 1976 Advance, monthly	2	2	10
1349	July 1, 1969	The Baltimore and Ohio Railroad Company Two North Charles Street Baltimore, Maryland 21201	April 1, 1976 Advance, monthly	2	2	12
None	December 1, 1955 November 30, 1965* November 3, 1971* October 24, 1972*	North American Car Corporation Railcar Division 222 South Riverside Plaza Chicago, Illinois 60606	April 1, 1976 Advance, monthly	2	2	13
None	June 1, 1974	Interlease Corporation 2 Overhill Road Scarsdale, New York 10583	April 15, 1976 Advance, monthly	2	2	15
*Amended						

## UNITED STATES RAILWAY ASSOCIATION

Document No.  
CNJ-CRC-RS&E-2

## EXHIBIT A

## CENTRAL RAILROAD COMPANY OF NEW JERSEY

## LEASED EQUIPMENT

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ICC NO.	AGREEMENT DATE	PAYEE / ADDRESS	PAYMENT DATE ADVANCE OR ARREARS	VOL. / NUMBER	PART NUMBER	FINANCE NUMBER
None	September 1, 1971	Interlease Corporation 2 Overhill Road Scarsdale, New York 10583	April 15, 1976 Advance, Monthly	2	2	16
None	None	Coastline Equipment, Inc. 2245 Lakewood Boulevard Toms River, New Jersey 08753	April 1, 1976	2	2	19
3332	May 5, 1965	Morgan Guaranty Trust Company of New York 23 Wall Street New York, New York 10015 Attn: R. S. Sparrow, Vice President	July 1, 1976 Advance, Semi-Annual	2	2	1
4676	December 15, 1967	The Baltimore and Ohio Railroad Company #2 North Charles Street Baltimore, Maryland 21201	June 15, 1976	2	2	2
	October 1, 1967	The United States of America Department of Justice Washington, D. C. 20530	October 1, 1976 Advance, Annual	2	2	3-4

EXHIBIT A  
CENTRAL RAILROAD COMPANY OF NEW JERSEY

UNITED STATES RAILWAY ASSOCIATION  
ENCUMBERED EQUIPMENT

Document No:  
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ICC NO.	AGREEMENT DATE	PAYEE / ADDRESS	PAYMENT DATE ADVANCE OR ARREARS	VOL. / PART NUMBER	FINANCE NUMBER
None	November 10, 1971	Howco Leasing Company Division of Howard Cooper Corporation 8501 N. E. Killingsworth Street Portland, Oregon 97220	April 1, 1976 Advance, monthly	2 2	18
None	May 6, 1966	North American Car Corporation Railcar Division 222 South Riverside Plaza Chicago, Illinois 60606	April 1, 1976 Advance, monthly	2 2	2
7166	June 25, 1973	Greenbrier Leasing Corporation c/o M.D. Friedman Company Room 604 Coal Exchange Building Huntington, West Virginia 25701	April 10, 1976 Arrears, monthly	2 2	3
None	June 1, 1968	Norfolk and Western Railway Company Roanoke, Virginia 24042	April 1, 1976 Advance, monthly	2 2	4 & 17 & 8
None	June 3, 1964	North American Car Corporation Railcar Division 222 South Riverside Plaza Chicago, Illinois 60606	April 1, 1976 Advance, monthly	2 2	5-A
None	August 25, 1965 *November 22, 1965 *January 6, 1966	North American Car Corporation Railcar Division 222 South Riverside Plaza Chicago, Illinois 60606	April 1, 1976 Advance, monthly	2 2	5-B

\*Amended